

Amendment Number 4
to
Contract Number DIR-SDD-1779
between
State of Texas, acting by and through the Department of Information Resources
and
CELLCO PARTNERSHIP dba VERIZON WIRELESS
formerly
CELLCO PARTNERSHIP dba VERIZON WIRELESS AND ITS RELATED
ENTITIES

This Amendment Number 4 to Contract Number DIR-SDD-1779 ("Contract") is between the Department of Information Resources ("DIR") and Cellco Partnership dba Verizon Wireless ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract, A.** is hereby amended as follows:
 - A. The term of this Contract is extended through March 21, 2016 completing all three (3) additional one-year options. No additional extension options remain.
2. **Contract, Section 4. Pricing,** is hereby removed from the Contract and transitioned in its entirety to **Appendix A, Standard Terms and Conditions for Products and Related Services Contracts, Section 7. Pricing, Purchase Orders, Invoices, and Payments.**
3. **Contract, Sections 5-8** are hereby re-numbered **Sections 4-7**, as follows:
 - A. Section 5. DIR Administrative Fee is re-numbered as **Section 4. DIR Administrative Fee;**
 - B. Section 6. Notification is re-numbered as **Section 5. Notification;**
 - C. Section 7. Shrink/Click-wrap License Agreement is re-numbered as **Section 6. Software License and Service Agreements;**
 - D. Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Services Contracts is hereby re-numbered as **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Services Contracts**
4. **Appendix A, Standard Terms and Conditions for Products and Related Services Contracts dated 8/9/2013,** is hereby replaced in its entirety with **Appendix A Standard Terms and Conditions for Products and Related Services Contracts dated 02/04/2015,** as attached:

5. **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Services Contracts**, is hereby updated and restated as follows:

1. **Appendix A, Section 8.C.2. Records and Audit** is hereby restated as follows:

2) Vendor and Order Fulfillers shall maintain all billing records related to state funds and all other records adequate to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each CRF owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

2. **Appendix A, Section 9.I. Security of Premises, Equipment, Data and Personnel** is hereby restated as follows:

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

Other than matters of promulgated laws and regulations and matters of general knowledge and prudence, Customers shall provide to Vendor or post prominently any and all safety/security procedures that Vendor should comply with when on the Customers' premises.

3. **Appendix A, Section 9.N. Required Insurance Coverage, first paragraph** is hereby restated as follows:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any

Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A- financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

6. All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than March 21, 2015.

CELLCO PARTNERSHIP dba VERIZON WIRELESS

Authorized By: Signature on file

Name: Todd Loccisano

Title: Executive Director – Enterprise & Government Contracts

Date: 2/16/2015

The State of Texas, acting by and through the
Department of Information Resources

Authorized By: Signature on file

Name: Wayne Egeler

Title: Director CTS

Date: 3/24/2015

Office of General Counsel: 3/19/2015